

VENDOR

**PURCHASE ORDER**  
**TEXAS A&M FOREST SERVICE**  
**PURCHASING DEPARTMENT**

Order Date  
12/13/2024

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P500209	

VENDOR GUARANTEES  
MERCHANDISE DELIVERED ON  
THIS ORDER WILL MEET OR  
EXCEED SPECIFICATIONS IN  
THE BID INVITATION.

**INVOICE TO:**

TEXAS A&M FOREST SERVICE  
SAN AUGUSTINE OFFICE  
873 STATE HWY 147 SOUTH  
SAN AUGUSTINE TX 75972

<b>VENDOR</b>
17413899934 BD HOLT CO DBA HOLT CAT 9601 SOUTH IH 35 AUSTIN, TX 78744

ALL TERMS AND  
CONDITIONS SET  
FORTH IN OUR BID  
INVITATION BECOME  
A PART OF THIS  
ORDER.

**SHIP TO:**

TEXAS A&M FOREST SERVICE  
JACKSONVILLE OFFICE  
1015 SOUTHEAST LOOP 456  
JACKSONVILLE TX 75766

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED  
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **BEFORE** TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED  
PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
1	USER REF: 000000-KAS D7H REPAIRS/UPFIT-CUST#1172092;QUOTE#204278 SERIAL NO: 79Z04421  ***** NET 30 *****  NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.  EXEMPT PURCHASE - TEXAS A&M FOREST SERVICE PURCHASING PROCEDURES, SECTION 6 (EXEMPT PURCHASES) .  GROUP PURCHASE - AS PER TAMUS REGULATION 25.99.02 SECTION 3 AND TAMUS PROCUREMENT CODE SECTION 15.  BY ACCEPTANCE OF THIS PURCHASE ORDER VENDOR AGREES TO ALL TERMS AND CONDITIONS (AS APPLICABLE) LISTED ON ATTACHED "TEXAS A&M FOREST SERVICE PURCHASE ORDER--ATTACHMENT A".  D7H REPAIRS/UPFIT-CUST#1172092;QUOTE#204278 SERIAL NO: 79Z04421  PER PRICING, TERMS, AND CONDITIONS OF BUYBOARD CONTRACT# 685-22. AGENCY TERMS AND CONDITIONS APPLY WHEN NOT IN CONFLICT	1	LOT	81,819.030  TOTAL	81,819.03  81,819.03

CEC

Texas A&amp;M Forest Service cannot collect freight shipments.

FOB: DESTINATION FRT INCLUDED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE  
DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR

TEXAS A&amp;M FOREST SERVICE

# PURCHASE ORDER

VENDOR

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PURCHASING DEPARTMENT

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Page 02

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THE BID INVITATION.

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VENDOR
17413899934 BD HOLT CO DBA HOLT CAT 9601 SOUTH IH 35 AUSTIN, TX 78744

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CONDITIONS SET  
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A PART OF THIS  
ORDER.

## SHIP TO:

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JACKSONVILLE OFFICE  
1015 SOUTHEAST LOOP 456  
JACKSONVILLE TX 75766

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BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **PRIOR** TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED  
PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
CEC	VENDOR QUOTE: 214278 VENDOR REF: MARK ALEXANDER #254-379-6173 PHONE: 512-565-9267				

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

Terms:

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*Charm E. Corcoran*

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE





Waco - Machine Division  
1700 W LOOP 340  
WACO, TX 76712

**TEXAS A & M FOREST SERVICE**  
200 TECHNOLOGY WAY STE 1162  
COLLEGE STATION 77845

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	WORK ORDER NO.
1172092				
QUOTE NO.	P.O. NO.	DATE	EMAIL	
204278		8/4/2022 12:00:00 AM		
MAKE	MODEL	SERIAL NO.	UNIT NO.	
AA	D7H II	79Z04421		
NOTES				
PER BUYBOARD CONTRACT #685-22				

**SEGMENT: 01** REMOVE AND INSTALL BATTERY  
NOTES:  
CUSTOMER COMPLAINT:  
BATTERIES DEAD AND MACHINE WOULD NOT START.  
REPAIR PROCESS COMMENTS:  
REMOVED THE OLD BATTERIES AND INSTALLED NEW  
BATTERIES.

**Parts**

Qty	Description	Ext Price
2	BATTERY	835.90

**Total Parts:** 835.90

**Labor** **Total Labor:** 385.00

**Labor Summary**

**Misc** **Total Misc:** 6.00

**Segment 01 Total :** 1,226.90

**SEGMENT: 02** PERFORM  
NOTES:

**Parts**

Qty	Description	Ext Price
4	INT SHOP SOS KIT	64.00

**Total Parts:** 64.00

**Labor****Total Labor:**

1,487.50

**Labor Summary****Segment 02 Total :**

1,551.50

**SEGMENT: 07****REPAIR BLADE****NOTES:**

CUSTOMER COMPLAINT:

CONNECTOR BLOCKS ON THE FRONT OF THE PUSH ARMS  
WHERE THE ARM PINS TO THE BLADE ARE INSTALLED  
BACKWARDS.

REPAIR PROCESS COMMENTS:

REMOVE THE PINS FROM THE CONNECTOR BLOCK AND  
REINSTALLED THE BLOCKS IN THE PROPER POSITION.**Labor****Total Labor:**

700.00

**Labor Summary****Segment 07 Total :**

700.00

**SEGMENT: 08****REMOVE AND INSTALL HOSES & LINES****NOTES:****Parts**

Qty	Description	Ext Price
1	HOSE A	47.30
1	HOSE	20.16
1	SEAL-O-RING	11.12
1	HOSE AS.	125.43
4	SEAL O RING	11.32
1	VEE BELT SET	157.49
44	642 RAD -40 (CM)	95.92
2	SEAL O RING	7.08
3	SEAL	6.90
4	SEAL	9.20
1	SEAL	2.30
1	SEAL O RING	2.03
2	SEAL O RING	4.06
3	SEAL	7.74
8	SEAL	20.64
1	SEAL-O-RING	18.17
1	HOSE A	538.07
1	HOSE A	181.82
1	HOSE A	222.23
35	743-6 INCH HOSE	29.75
4	SEAL	16.60
4	SEAL-O-RING	17.56
4	SEAL-O-RING	17.56
3	SEAL-O-RING	12.45
1	SEAL O RING	5.82
1	SEAL O RING	3.20
4	SEAL-O-RING	15.00
4	SEAL-O-RING	15.00

4	SEAL O RING	8.76
2	HOSE A	522.68
2	SEAL-O-RING	7.26
2	SEAL O RING	5.80
20	515A HEAT -10 (CM)	5.00
8	CLAMP	95.04
2	GASKET	9.48
1	SEAL O RING	6.73
2	SEAL O RING	31.44
1	SEAL O RING	17.00
1	HOSE A	172.23
1	HOSE A	158.93
1	HOSE A	178.89
2	HOSE A	314.70
2	HOSE A	323.28
1	GASKET	5.26
1	HOSE A	272.01
1	RETAINER A	1,961.20
1	HOSE A	67.86
2	SEAL	4.68
5	SEAL O RING	11.95
1	CONNECTOR	25.70
4	SEAL O RING	10.56
1	V BELT	29.25
2	SEAL	7.74
1	GASKET	8.65
1	HOSE A	126.91
1	HOSE A	234.84
1	HOSE A	227.56
1	HOSE A	47.68
1	SEAL O RIN	10.89
1	SEAL O RIN	11.84
10	SEAL O RING	79.50
2	SEAL O RIN	14.74
1	SEAL O RIN	8.39
2	SEAL O RIN	14.28
1	SEAL O RING	3.84
1	BELT G SEAT	181.49
1	GASKET	11.62
1	BREATHER	13.20
1	HOSE A	271.53
1	HOSE A	115.76
1	HOSE A	46.60

**Total Parts:** 7,304.67

**Labor**  
**Labor Summary**

**Total Labor:** 7,000.00

**Segment 08 Total :** 14,304.67

**SEGMENT: 14**      INSTALL SWEEPS  
NOTES:  
CUSTOMER COMPLAINT:  
INSTALL SWEEPS.  
CAUSE OF FAILURE:  
N/A  
RESULTANT DAMAGE:  
NA/  
REPAIR PROCESS COMMENTS:  
INSTALLED BRUSH SWEEPS. CUT, WELDED, AND INSTALLED  
SIDE SWEEP ARMS.

**Parts**

Qty	Description	Ext Price
4	PLATE	192.56
2	GASKET	9.76
2	BOLT	31.64
1	SWEEPS LEG KIT	1,094.40
1	SWEEPS	3,610.50
<b>Total Parts:</b>		4,938.86

<b>Labor</b>	<b>Total Labor:</b>	5,625.00
<b>Labor Summary</b>		

**Segment 14 Total :** 10,563.86

**SEGMENT: 15**      INSTALL GUARDS  
NOTES:  
CUSTOMER COMPLAINT:  
INSTALL SIDE WINDOW GUARDS.  
CAUSE OF FAILURE:  
N/A  
RESULTANT DAMAGE:  
N/A  
REPAIR PROCESS COMMENTS:  
INSTALLED SIDE WINDOW GUARDS.

**Parts**

Qty	Description	Ext Price
20	WASHER	25.80
20	WASHER	41.00
2	CAB WINDOW SCREENS	1,310.32
1	REAR SCREEN	1,427.22
1	FREIGHT	949.50
<b>Total Parts:</b>		3,753.84

<b>Labor</b>	<b>Total Labor:</b>	3,750.00
<b>Labor Summary</b>		

**Segment 15 Total :** 7,503.84



**SEGMENT: 16**      INSTALL DOOR  
NOTES:  
CUSTOMER COMPLAINT:  
INSTALL DOOR GUARDS.  
CAUSE OF FAILURE:  
N/A  
RESULTANT DAMAGE:  
N/A  
REPAIR PROCESS COMMENTS:  
INSTALLED CUSTOM FIT DOOR BRUSH GUARDS WITH  
HARDWARE.

**Parts**

Qty	Description	Ext Price
2	SPRAY-PA PRI Y	41.44
1	DOOR SCREENS	5,000.00

**Total Parts:** 5,041.44

**Labor** **Total Labor:** 4,250.00

**Labor Summary**

**Misc** **Total Misc:** 0.00

**Segment 16 Total :** 9,291.44

**SEGMENT: 17**      INSTALL LIGHTS  
NOTES:  
CUSTOMER COMPLAINT:  
ADD SIDE LIGHTS AND CHANGE ALL LIGHTS TO LED WITH  
GUARDS.  
CAUSE OF FAILURE:  
NA/  
RESULTANT DAMAGE:  
N/A  
REPAIR PROCESS COMMENTS:  
INSTALLED SIDE LED LIGHTS ON LOCATION OF EXTERIOR  
CAB GRAB IRONS. THE LIGHTS ARE INSTALLED WITH A  
CUSTOM LIGHT BRACKET THAT DOUBLES AS A GRAB IRON.  
WIRED IN SIDE LIGHTS TO THE RADIO "KEY ON"  
CIRCUIT. LIGHT TOGGLE SWITCH IS LOCATED ON THE  
COVER WHERE THE RADIO WOULD BE LOCATED IF THE  
MACHINE WAS EQUIPPED WITH A RADIO. REMOVED THE  
FRONT AND REAR LIGHT BOXES AND CUSTOMIZED TO  
INSTALL LIGHT GUARDS. ALL SIX LIGHT WERE CHANGED  
OUT TO LED AND WIRING ENDS WAS CHANGED TO WORK  
WITH THE NEW LIGHTS. THIS TOTALS EIGHT LED LIGHTS  
INSTALLED WITH GUARDS.

**Parts**

Qty	Description	Ext Price
2	RECPTACLE KI	15.02
1	RECPTACLE KI	10.90
1	RECPTACLE KI	16.22
14	PIN	49.56
18	SOCKET	76.50

4	PLUG KIT	31.28
1	PLUG KIT-CON	11.49
8	CAPSCREW	8.08
2	WIRE AS.-SPL	22.76
4	GUARD AS.-WI	468.16
4	WIRE AS	97.76
8	TERMINAL	6.48
2	BRACKET AS.	608.56
2	GUARD AS.-WI	99.60
2	GUARD	717.28
2	GUARD	717.28
1	SWITCH TOGGL	53.03
2	GUARD AS	794.20
2	GUARD AS	794.20
1	SPRAY-PA PRI Y	20.72
10	M-WIRE STK	50.40
3	M CDUIT STK	62.52
2	GROMMET	22.92
8	LAMP GP-FLOO	3,862.16
32	NUT	20.48
12	TIE	10.20
1	SWITCH	53.03
1	SWITCH	53.03
16	WASHER	32.80
4	WASHER	7.20
10	WASHER	11.30
8	BOLT	10.48
48	WASHER	39.84
6	PLUG	4.98
8	MOUNT	179.12

**Total Parts:** 9,039.54

**Labor**  
**Labor Summary**

**Total Labor:** 3,125.00

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**Segment 17 Total :** 12,164.54



**SEGMENT: 19****FABRICATE CAB (NON ROPS)****NOTES:**

TECH 3551 2583

**FAB ROOF**

THE DOZER WAS BROUGHT INTO BAY ONE. SWEEPS, ROOF WHERE INSTALLED ON THE MACHINE. THE TWO SUPPORT BRACES FOR THE ROOF WHERE MEASURED IN AREAS WHERE BUFFED TO REMOVE PAINT. MEASURED AND CUT TWO PIECES OF SQUARE TUBING AT 65 IN. USED THE CRANE TO FLY THE METAL TO THE TOP TACKED IN THE TWO PIECES OF SQUARE. ONCE THEY WHERE TACKED IN THE SWEEPS, ROOF WHERE THEN REMOVED. THE ROOF WAS SAT ON STANDS THEN THE TWO SUPPORT BRACES WHERE THEN WELDED IN 100 PERCENT. ON THE FRONT SUPPORT BRACE WE WELDED IN A 2 1/2 X 1/4 IN BY 64 IN LONG PIECE OF FLAT IRON SO THE TOP ROOF PLATE WOULD SET FLUSH. THE IRON WAS SKIPPED WELDED 3 IN EVERY 6 IN. THEN THE AREA WAS MARKED OUT FOR THE TOP PLATE. ONCE THE PLATE WAS ALIGNED UP AND CENTER IT WAS ALSO WELDED IN 3 IN EVERY 6 INCHES. THE ROOF WAS THEN FLIPPED OVER, AND COMPLETED BY WELDING 3 IN OF WELD EVERY 6 IN ON THE THREE SUPPORT BRACES. ALL WELDED AREAS WHERE NEEDLE SCALLIED THE BUFFED. TOP WAS THEN COMPLETED.

**Parts**

Qty	Description	Ext Price
1	ROOF GUARD	1,500.00

<b>Total Parts:</b>	1,500.00
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**Labor**

<b>Total Labor:</b>	7,250.00
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**Labor Summary**

<b>Segment 19 Total :</b>	8,750.00
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**SEGMENT: 20****FABRICATE BLADE****NOTES:**

\*\*\*\*\*SERVICE REPORT\*\*\*\*\*

CUSTOMER REQUEST: FAB GUARD FOR DOZER BLADE.  
SUMMARY OF LABOR: LAY OUT FIVE LOCATIONS ON TOP OF DOZER BLADE. CUT OPEN BLADE SKIN WITH PLASMA TORCH. CHECK DEGREES IN BLADE HOUSE. CUT FIVE 3" TUBES ON BAND SAW. MITRE CUT BASE OF TUBES TO FIT IN HOUSE. SET UP PUSH PLATE ON TOP OF BLADE. FIT FIVE TUBE PIECES TO PLATE AND HOUSE. TACK WELD TUBES TO HOUSE ONLY. CUT ONE 3" TUBE FOR TOP RAIL. WELD .5" PLATES TO CAP END PIECES. GRIND AND POLISH TO BLEND. TACK TOP RUNNER TO FIVE VERTICAL RUNNERS. MARK CUT OFF LINES ON PUSH PLATE AND REMOVE PLATE. WELD MAIN FRAME OF GUARD 100%. CUT WELD BACK STRIPS AND FILL PLATES TO CLOSE UP OPENINGS IN BLADE SKIN. FIT AND WELD CLOSING PIECES TO SKIN. GRIND BLEND ALL WELDS TO PARENT METAL. SET UP TRACK TORCH AND CUT EDGES OF PUSH PLATE. POLISH CUT EDGES TO REMOVE KERF. SET PUSH PLATE ON BLADE TOP AND MAIN FRAME. TACK AND WELD 100% ON TOP AND WELD BEVEL ON BLADE TOP. GRIND BLEND WELD SEAM TO BLADE.

\*\*\*\*\*SERVICE TECH: 1279\*\*\*\*\*

**Parts**

Qty	Description	Ext Price
10	BOLT	34.30
10	NUT	12.60
10	WASHER	16.50
Total Parts:		63.40
Labor	Total Labor:	7,000.00
Labor Summary		
Misc	Total Misc:	1,000.00
Segment 20 Total :		8,063.40

**SEGMENT: 22**      MODIFY MUFFLER  
NOTES:  
CUSTOMER COMPLAINT:  
CHANGE MUFFLER PIPE.  
CAUSE OF FAILURE:  
EJECTOR PART OF PIPE RUSTED OUT.  
RESULTANT DAMAGE:  
EXHAUST LEAK.  
REPAIR PROCESS COMMENTS:  
REMOVED OLD MUFFLER PIPE. INSTALLED NEW MUFFLER  
PIPE. SWAPPED INSTALLATION CLAMPS AND RAIN CAP.

**Parts**

Qty	Description	Ext Price
1	EJECTOR A	535.55
Total Parts:		535.55
Labor	Total Labor:	175.00
Labor Summary		
Segment 22 Total :		710.55

**SEGMENT: 23**      CUT OFF AND WELD/REPLACE RADIATOR & GUARD  
NOTES:  
\*\*\*\*\*SERVICE REPORT\*\*\*\*\*  
CUSTOMERS REQUEST = REPAIR LOWER GAURD BELOW  
RADIATOR DOORS THAT WAS DAMAGED BEYOND REPAIR.  
HOW WAS IT REPAIRED ? A TWO NEW SECTIONS OF PLATE  
WERE FABRICATED/ FORMED AND THEN WELDED AND BOLTED  
INTO PLACE AS NEEDED .  
SERVICE TECH = MICHAEL DODD

Labor	Total Labor:	2,800.00
Labor Summary		
Misc	Total Misc:	0.00
Segment 23 Total :		2,800.00



**SEGMENT: 33** FABRICATE MISCELLANEOUS CATEGORY  
NOTES:  
MODIFY SUPPLIED PATTERN

**Parts**

Qty	Description	Ext Price
5	CAP SCREW	14.75
5	WASHER	6.45
5	LUG	74.85

**Total Parts:** 96.05

**Labor**

**Total Labor:** 700.00

**Labor Summary**

**Segment 33 Total :** 796.05

**SEGMENT: 41** PERFORM MAINTENANCE ON PM4 2000 HOUR MAINTENANCE

## NOTES:

JOB LOCATION: WACO TX

SERVICE DATE: 1-17-2017 TECHNICIAN: ABEL/DEWALT

SEAT BELT INSTALL DATE: NOV. 1997

MACH. DOES HAVE OPERATION &amp; MAINTENANCE GUIDE.

\*

\*\*\*\*\*ITEMS REQUIRING FURTHER ATTENTION\*\*\*\*\*

\*

1. SEAT BELT IS EXPIRED.

\*\*\*\*

MACHINE WAS IDLED FOR TEN MINUTES TO CONFIRM  
THE FUEL SYSTEM IS PRIMED.THE ENGINE OIL AND FUEL FILTERS ARE TIGHT AND  
NOT LEAKING.

ALL FILTERS INSTALLED AS PER PM SCHEDULED.

**Parts**

Qty	Description	Ext Price
1	FILTER	68.57
1	FILTER A	32.61
1	FILTER A	44.84
1	FILTER AS	17.31
1	ELEMENT AS-H	20.53
1	FILTER AS	22.09
1	O RING	9.90
1	SEAL-O-RING	12.84
1	SEAL	11.37
1	ELEMENT AS	76.60
1	ELEMENT AS	57.27
1	SEAL O RING	17.00
1	FILTER	53.11
1	FILTER A	33.13
1	SEAL	18.11
1	GASKET	5.74
1	ELEMENT A-F	9.56



	<b>Total Parts:</b>	510.58
Labor	<b>Total Labor:</b>	1,685.00
Labor Summary		
Misc	<b>Total Misc:</b>	1,196.70
<b>Segment 41 Total :</b>		3,392.28
<b>Total Segments:</b>		81,819.03
<b>SUB TOTAL (BEFORE TAXES)</b>		81,819.03

- QUOTE EXPIRES IN 30 DAYS
- THESE PRICES DO NOT INCLUDE ANY APPLICABLE TAXES

This Quote is based on HOLT CAT's initial inspection of the equipment to be repaired and is valid for 30 calendar days. This Quote does not include any additional labor, parts, machining, any freight charges or any applicable sales tax. If additional repairs are required, which may become evident after work has been initiated, an addendum to the work order will be provided to the customer listing additional charges for repairs and repair time frames. These repairs will not be performed until the Customer authorizes such repairs. Item replaced during non-warranty repairs will be held at your request for no longer than 30 calendar days after the work is completed.

Would you like your parts held? Yes \_\_\_\_\_ NO \_\_\_\_\_.

**ESTIMATED REPAIR TIME:** \_\_\_\_\_ *from start date*

*"The Signature is an authorization to proceed with the required repair work as described within the quote".*

**Issued PO#** \_\_\_\_\_, **Authorized Name** \_\_\_\_\_ *Please Print.*

**Date** \_\_\_\_/\_\_\_\_/\_\_\_\_.

\_\_\_\_\_  
Signature

**Any Questions? Please Call Mark Alexander at 254.379.6173.**



# ATTACHMENT A

## TEXAS A&M FOREST SERVICE

### TERMS AND CONDITIONS

#### 1. BIDDING REQUIREMENTS

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Bids should be submitted on this form. Any alterations to the original format and content of this form will result in the disqualification of bid.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for TFS acceptance for 60 days from opening date. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bids should give Payee ID Number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas.
- 1.8 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
- 1.9 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
- 1.10 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
- 1.11 The telephone number for FAX submission of bid is (979) 458-7387. This is the only number that will be used for the receipt of bids. TFS shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

#### 2. SPECIFICATIONS

- 2.1 Catalogs, brand names or manufacture's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered, unless advertised as a Proprietary Purchase in accordance with TAMU Procurement Code Section 1 (b) and TFS Purchasing Procedures, Section 4.13. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered is requested to be made part of the bid. Failure to take exception to specifications/reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to TFS. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and Purchase Order number. Do not enclose in or attach bid to sample.
- 2.5 TFS will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid (IFB).
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

#### 3. TIE BIDS

- Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).

#### 4. DELIVERY

- 4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without TFS written approval.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
- 4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.

#### 5. INSPECTION AND TESTS

- All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions

and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

#### 6. AWARD OF CONTRACT AND FORCE MAJURE

- A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majeure, the vendor must file a written request to the TFS.

#### 7. PAYMENT

- Vendor shall submit one (1) copy of an itemized invoice showing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. **TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.**

#### 8. PATENTS OR COPYRIGHTS

- Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights.

#### 9. VENDOR ASSIGNMENTS

- Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.

#### 10. BIDDER AFFIRMATION

- Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.
- 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.
- 10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
- 10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: \_\_\_\_\_  
 Name of State Agency: \_\_\_\_\_  
 Date of Separation from State Agency: \_\_\_\_\_  
 Position with Bidder: \_\_\_\_\_  
 Date of Employment with Bidder: \_\_\_\_\_

- 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.

- 10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those

funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

#### 11. BUSINESS OWNERSHIP

- Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.

#### 12. NOTE TO BIDDER

- Any terms and conditions attached to a bid will not be considered. Such terms and conditions may result in disqualification of the bid.

#### 13. ALTERNATIVE DISPUTE RESOLUTION

- The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor:

- (a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Travis Zamzow, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov't Code.
- (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).
- (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.

- (1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2280, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC.
- (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.
- (3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Travis Zamzow, Associate Director for Finance and Administration (979) 458-7300.

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#### 14. PUBLIC DISCLOSURE

- (a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Texas A&M Forest Service has a right of access.
- (c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

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#### 15. REHAB ACT, VEVRAA, SECTION 503

- This contract and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



**ATTACHMENT A  
TEXAS A&M FOREST SERVICE  
TERMS AND CONDITIONS**

16. **Conflict of Interest.** By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
17. **Prohibition on Contracts with Companies Boycotting Israel.** Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
18. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
19. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2156.0061, Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.